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MEMORANDUM OF MODIFICATION OF MORTGAGE

Instrument Modified:

Mortgage and Secured Agreement, including

Note secured thereby.

Date & Place of Recording:

March 28, 1990, Office of the

Recorder of Deeds, Cook County,

Illinois.

Document No.: 90-137127

Mortgagor:

Harris Trust & Savings Bank as Trustee under Trust

Agreement dated April 10, 1989 and known as Trust

No. 94444.

Mortgagee:

ITT Commercial Finance Corp., a Nevada corporation.

Original Principal

Amount:

Four Hillion, Seven Hundred Thousand (\$4,700,000.00)

Dollars and all sums due Mortgagee as more fully

described in the Nortgage.

Modified Principal

Amount:

Five Million Nine Hundred Sixteen Thousand and 17/100 (\$5,926,318.17) Dollars and all sums due Mortgagee as more fully described in the Mortgage.

Modification of Interest Rate of Note Secured by Mortgage:

3/1/91 - 2/28/92 8.5%

3/1/92 - 2/28/93 9.5\$

3/1/93 - 2/28/94 10.0% 3/1/94 - 2/28/95 11.0%

3/1/95 - Maturity Floating Rate described in Note + 2.25%.

91428457

061-01 800-511465 \$11.0 141111 1-44-0101 (8.0177) 11111100 #541+1 A +-91-428457 (50K (50M) FECTORER

Legal Description of Property:

Lots 15, 16, 17 and 18 in block 10 in Higgins Law and Company's Addition to Chicago, in the East half of the Northwest Quarter of Section 9. Township 19 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. Commonly known as: 430 West Erie, Chicago, Illinois.

All other terms and provisions of the Mortgage and Note described herein remain unchanged.

P.I.N. 17-09-124-013 and 17-09-124-014

Dated: August 16, 1991

PROPERTY 430 NO. ERIE AUDIET CHARLY, IL.

1325

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This Memorandum of Modification of Mortgage is executed by Mortgagor, not personally but as Trustee of the Land Trust as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Mortgagor hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Mortgage and Note shall be construed as creating any liability on Mortgagor personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied or therein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagee personally is concerned, the Mortgagee shall look solely to the Mortgaged Property for the payment of the Note, or to any other security given at any time to secure any indebtedness due it.

KITEST:	HARRIS TRUST & SAVINGS BANK,
	as Trustee U/T/A dated April
	10, 1989 and known as Trust
-BY:	No. 94444. and not individually
-1ta:	
	By:
	IES: XNSISTANT FICE PRESIDENT
STATE OF ILLINOIS)	
) SS	
COUNTY OF COOK)	0,
	<i>U</i> ₂
I. STEPHEN F GAMER, in	\mathbf{r} and $\mathbf{c}\mathbf{c}$ said county in the state
aforesaid, do hereby certify	that KENNEIN E 12: Erec and
of	HARRIS TRUST AND SAVINGS BANK, Who
are personally known to me to	be the same persons whose names are
subscribed to the foregoing ins	strument, as such held her honder and
	, appeared betore me this day in
	lge that they, being thereunto duly
	ed said instrument as the free and
voluntary act of said HARRIS 7	TRUST AND SAVINGS BANK for the uses
and purposes therein set for	th, and including the calcase and
waiver of any and all rights o	f redemption.
Given under my hand and offic	ial seal this $\frac{10^{14}}{10^{14}}$ day of August,
1991.	and and
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	the folly
	Notary Public
•	
My commission expires:	9 1958
This document prepared by	*OFFICIAL SEAL*
and mail to:	STEPHEN F. CALLER
	STEPHEN SERIE OF IMPOSS
Elenie K. Huszagh	STEPHEN F. CALLE IMANS Heavy Public. Expired \$1915
Robins, Kaplan, Miller & Cires:	
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Suite 900	The state of the s
Chicago, Illinois 60601-1701	The state of the s
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